

Clinton Co.

PPME #2003 (Roads)

7/1/2006 6/30/2008

CLINTON CO./PPME #2003 (ROADS)

06-08

**2006 – 2008**

**Secondary Road Department  
Collective Bargaining Agreement**

between

**CLINTON COUNTY**

and

**PUBLIC PROFESSIONAL AND MAINTENANCE EMPLOYEES**

**IUPAT LOCAL 2003**

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THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between CLINTON COUNTY, IOWA, SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer", and PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL UNION NO. 2003, INTERNATIONAL UNION OF PAINTERS & ALLIED TRADES, AFL-CIO, hereinafter referred to as the "Union", represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this Agreement, wherever the word "Act" appears this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974, and was amended to date.

Throughout this Agreement, where County Engineer or Engineer is mentioned, it is construed to mean his designated representative also.

## **ARTICLE 1**

### **DEFINITIONS**

#### **1.01 - FULL-TIME EMPLOYEE**

The provisions of this Agreement cover only full-time employees. A full-time employee is an individual who is scheduled to work forty (40) or more hours per week on a regular basis.

## **ARTICLE 2**

### **RECOGNITION AND REPRESENTATION**

#### **2.01 - RECOGNITION**

The Employer hereby recognizes the Union as the Exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all Engineering and Secondary Road Employees, all Maintenance Employees, Survey Crew, and Secretaries. Excluding Secretary to the Engineer (listed as confidential), Engineering Tech. IV, Bridge Foreman, Shop Foreman, Maintenance Foreman, and all other excluded by Section 4 of the Act.

#### **2.02 - NON-DISCRIMINATION IN EMPLOYMENT**

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable. There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

#### **2.03 - PAYROLL DEDUCTIONS**

Upon receipt of a lawfully executed written authorization from an employee which may be revoked in writing at any time, the Employer agrees to deduct the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15th) day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article. The Employer shall transmit to the office designated by the Union, semi-annually, the names, current address and the hourly rate of pay for each employee who is a member of the Collective Bargaining Unit. The Employer shall notify the office designated by the Union of any employee who has a change of pay or classification, in the month following said change.

## 2.04 - NO STRIKE – NO LOCKOUT

The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any of the employees covered by this Agreement, will engage in, encourage, sanction, support or suggest any strikes, sympathy strikes, slow downs, picketing, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered in Section 12 of the Act. The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

## 2.05 - RELEASED TIME

For contract negotiations, two (2) members of the Union's Negotiating Committee will be paid for time lost during normal working hours while in joint negotiation meetings with the Employer. Paid time may be limited to thirty (30) hours per employee.

## 2.06 - LABOR-MANAGEMENT COMMITTEE

The parties hereby agree to form a Labor-Management Committee to discuss the concerns of either party. The Committee shall meet at the request of either party. All meetings of the Committee shall be confidential. However, the parties may, by mutual agreement when an understanding is reached during the Committee meetings, post the results thereof as a means of communicating this information to all employees and supervisors. The Committee shall be composed of the following:

### A. For Management

1. The Employer's Representative
2. A Member of the Board of Supervisors
3. The County Engineer

### B. For the Union

1. The Union Business Representative
2. The Unit Chairperson
3. The affected Union Steward

The Employer or the Union may exclude one (1) or more of its representatives and both parties may invite additional persons to attend if relevant to the topic under discussion. Both parties agree to submit an agenda, and a list of those who will attend at least five (5) days prior to the meeting date.

## ARTICLE 3

### MANAGEMENT RIGHTS

#### 3.01 - EMPLOYER RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer shall have, in addition to all powers, duties and rights established by constitutional provisions, statutes, ordinance, charter, or special act, the exclusive power, duty and rights, including but not limited to: plan, direct, and control the work of its employees; hire, promote, demote, transfer, assign, and retain employees in positions within the public agency, discipline, suspend, or discharge employees for proper cause; to develop and enforce rules for employee discipline; the departmental policy manual (which is not covered by this Agreement) shall be subject to change at the discretion of the County Engineer; maintain the efficiency of governmental operations; to schedule working hours and require overtime work; determine employee qualifications; schedule vacations; relieve employees from duties because of lack of work or other legitimate reasons; to determine what work or services shall be purchased or performed by the unit employees; to

change or eliminate existing methods, equipment, or facilities; determine and implement methods, means, assignments, and personnel by which the public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the public Employer; initiate, prepare, certify and administer its budget; exercise all other powers and duties granted to the public Employer by law.

### 3.02 - UNIT WORK BY NON-BARGAINING UNIT PERSONNEL

Work performed by the job classifications in this collective bargaining agreement shall only be assigned to bargaining unit employees, except in the following circumstances:

1. The quantity of work or the effect on the bargaining unit is minor.
2. The work is supervisory or managerial in nature.
3. The work assignment is a temporary one for a special purpose or need.
4. The work is not covered by the contract.
5. The work is experimental.
6. There is a change in the character of the work.
7. Automation or a technological change is involved.
8. An emergency is involved.
9. Some other special situation or need is involved.

## ARTICLE 4

### EMPLOYEE EVALUATION

#### 4.01 - EMPLOYEE EVALUATION

Each employee and/or the Union shall have the right to examine an employee's evaluation files for purposes of inspection and review, and upon request, within two calendar days of such request, have available a copy of materials derived from the evaluation process and a copy of letters, and records of complaints in said file. The employee shall retain the right to respond in writing to materials derived from the evaluation process contained in or hereafter placed in the file, and such response shall become part of the file.

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### 5.01 - RULES

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the employer and employee or employees regarding the violation, application, or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure. All grievances must be taken up promptly and awards and settlements thereof shall in no case be made retroactive beyond the date on which the grievance was first presented in written form, as provided in Step 1 of the Grievance Procedure. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it may automatically be referred to Step 2.

#### 5.02 - GRIEVANCE STEPS

Informal: An employee shall discuss a complaint or problem orally with his/her immediate supervisor or his designated representative within two (2) work days following its occurrence in an effort to resolve the problem in an informal manner.

### Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee shall present a grievance in writing to the County Engineer's designated supervisor within five (5) working days following the oral discussion. A copy of the grievance shall be forwarded to the County Engineer. Said written grievance shall state the specific clause and section of the Agreement allegedly violated, and shall also be dated and state the remedy requested. Within five (5) working days after this Step 1 meeting the Employer will answer the grievance in writing.

Step 2. If the Employer's answer in Step 1 fails to resolve the grievance, the aggrieved employee shall refer the grievance to the County Engineer within two (2) days of the receipt of the Step 1 answer. Following a meeting with the aggrieved employee and the County Engineer and/or his designated representative, the County Engineer shall answer the grievance in writing within five (5) working days.

If the employee disagrees with the department head's response, the employee may request reconsideration by the department head. If reconsideration is requested, the department head shall, within 10 working days of the request, meet with the employee, the Union Steward, the Union business representative, the Employer representative, and one member of the Board of Supervisors. All parties will have an opportunity to present evidence and arguments at this meeting concerning the grievance. The department head shall issue a written response by mailing such answer to the grievant, Union representative, Employer representative, and Board of Supervisors within 5 working days following the meeting.

Step 3. In the event that the grievance remains unresolved after the completion of Step 2, the grievance may be referred to arbitration by the Union serving a written request for arbitration upon the Employer within five (5) working days of its receipt of the Step 2 response. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the consent of the other.

### 5.03 - SELECTION OF ARBITRATOR

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the party having the first strike determined by the toss of a coin. After each party has eliminated the names of three (3) arbitrators from the list, both parties shall accept the arbitrator whose name remains on the list as the arbitrator to hear and decide the pending case.

### 5.04 - PROCEDURES

The parties will pay the fees and expenses of the arbitrator equally. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

### 5.05 - ARBITRATOR'S JURISDICTION

The arbitrator shall have no power to change, ignore, nullify, alter, detract from or add to the provisions of the Agreement. The arbitrator's decision will be final and binding on both parties.

## 5.06 - EMPLOYEE REPRESENTATION

An aggrieved employee may elect to have a Union representative present at the Step 2 and arbitration step.

## 5.07 - PRIVACY AT MEETINGS AND HEARINGS

All grievances and arbitration meetings under this Article are to be held in private and are not open to the public. The Employer shall meet with the employee to administer any disciplinary action. All grievances and disciplinary actions shall be considered confidential matters and treated as such. Any complaints not considered grievances under the contract should immediately be referred to the Labor-Management Committee, if not resolved through meeting with the Department Head.

# ARTICLE 6

## MEDIATION AND INTEREST IMPASSE PROCEDURES

### 6.01 - STATUTE COMPLIANCE

The employer and employee agree to be governed by the statutory impasse procedures as provided for and set out in Chapter 20 of the Iowa Code 2007.

# ARTICLE 7

## SENIORITY

### 7.01 - SENIORITY DEFINITION

Seniority means an employee's length of continuous service with the Employer since their last date of hire. A new employee shall serve a probationary period not to exceed six (6) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. They may be terminated for any reason during the probationary period without recourse to the grievance procedure.

### 7.02 - NOTICE TO UNION AND EMPLOYEES

The Union and each employee shall be furnished with a seniority list and job classifications of all employees covered by this Agreement within thirty (30) days of July 1 each year. Employees shall have twenty (20) days from the date of the posting to object to the seniority list. If objection is made and the Employer is unable to satisfy the objection within the twenty (20) days, the employee may file a grievance in accordance with the Grievance Procedures in the Agreement.

### 7.03 - TRANSFER

In the event an employee is assigned to work in a higher job classification for a period of more than eight consecutive working days, that lower ranking individual shall be paid the base wage of the higher classification to which he was assigned for all such days work. The employer shall have the right to make such assignment and to select the individual to be assigned.

### 7.04 - BIDDING

No permanent vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees have had the opportunity to apply for such positions and have their application considered. Qualified applicants outside the unit may be considered by the Employer after all unit bidders have been notified in writing of either acceptance or rejection of their bid. The Employer will determine the successful job bidder, qualifications being the primary consideration, and where qualifications between bidders are equal, seniority shall govern. Successful bids shall become effective within sixty (60) calendar days from notification to the employee. Thirty (30) calendar days will be allowed for a trial period with the right to return to their original positions upon either

the directive of the Employer or the employee's request. An employee who accepts a promotion shall be ineligible to bid on another job opening for a one hundred eighty (180) day period. In the event the Employer determines that the shop location within a district is flexible, then the posted bid shall so state.

#### 7.05 - LAYOFF AND RECALL

When the working force in a job classification is to be reduced, the employee with the least seniority with the County shall be laid off. No full-time position shall be reduced until all temporary, part-time, and probationary positions in that job classification have been eliminated, and all full-time positions reduced shall be restored prior to creating any part-time positions or winter season temporary positions in that job classification. Any laid-off employee can then replace the least senior employee in another job classification provided the employee is qualified to perform the work and the employee replaced has less seniority with the County. An employee entering a new job classification will be allowed thirty (30) calendar days as a trial period to show their qualifications for the position. If not qualified, the removed employee will be laid off. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

#### 7.06 - LOSS OF SENIORITY

An employee shall lose his/her seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged for proper cause.
- (c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Two (2) days per year of absence without notice to the Employer, unless evidence satisfactory to the Employer is presented that employee was physically unable to give notice.
- (e) Failure to report for work at the end of leave of absence.
- (f) Failure to report to work within five (5) days of being notified to return to work following layoff, when notice of recall is sent to employee's last know address, according to Employer records.
- (g) Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- (h) Employee retires.

It is the employee's responsibility to keep the Employer informed of his/her current address and telephone number.

#### 7.07 - PRESERVATION OF SENIORITY DURING COUNTY EMPLOYMENT

An employee promoted out of the bargaining unit and still employed by the Secondary Road Department will continue to accumulate seniority for a period not to exceed twelve (12) months. Upon completion of said twelve (12) month period, bargaining unit seniority shall terminate.

## **ARTICLE 8**

### **JOB CLASSIFICATIONS AND COMPENSATION**

#### **8.01 - JOB CLASSIFICATIONS AND PAY GRADES**

Reference is made here to Exhibit A, Job Classifications and Straight Time Hourly Wage Rates. By this reference, said Exhibit A becomes a part of this Agreement.

#### **8.02 - PAY PERIODS**

Employee's paycheck shall be delivered to each Maintenance Shed by 4:00 P.M. on the scheduled payday or mailed to the Employee, at the Employee's election. An Employee who is sick, on vacation, leave of absence or not available for work, shall have the responsibility to pick up his/her payroll check from the Maintenance Shed to which he or she has been assigned.

#### **8.03 - LONGEVITY PAY**

All bargaining unit employees shall receive an additional two cents (\$.02) per hour for every year of service in the Secondary Road Department beginning with completion of the fourth year of service based on the employee's original date of hire with the Department to a maximum of sixty cents (\$.60) for thirty years of service. Such longevity pay shall be added to the employee's hourly rate beginning with the first full pay period that includes the employee's anniversary date and shall be used in the computation of all wages and benefits. The effective implementation of the above schedule shall be July 1, 2006.

## **ARTICLE 9**

### **HOURS OF WORK AND OVERTIME**

#### **9.01 - WORK WEEK**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work or pay per day or days of work or pay per week. The Employer shall make determination of the daily and weekly hours of work. The probable workweek will be a seven (7) day period from 12:01 A.M. Sunday to 12:00 Midnight the following Saturday. The Employer shall post the start and ending time for workdays in each job classification. Such posted times shall not be changed without a minimum of fourteen (14) calendar days notice. Beginning the first full week of May and ending on the Friday preceding Labor Day, the normal weekly schedule shall consist of four (4) ten (10) hour days. During the remainder of the year, the normal weekly schedule shall consist of five (5) eight (8) hour days. The Employer shall notify all employees of any change in the work schedule (hours of work) no later than 4:00 P.M. on the date preceding the schedule change; in the event the Employer changes the hours of work without providing the notice set forth herein, the Employee shall be paid one and one-half times his regular rate of pay for those hours worked other than those which would have been part of the regular work schedule. This clause shall not apply to an employee "called-in" who is the result of an emergency such as snowstorms, floods, calamities or other acts of God.

#### **9.02 - OVERTIME**

Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of forty (40) hours in any work week. Paid time off for sick leave, funeral leave, jury duty leave, witness leave, and compensatory time will not count as time worked for the purpose of computing overtime. The County Engineer or his designated representative must authorize any overtime worked before it will be recognized. Work performed on a recognized paid holiday or Sunday will be paid for at time and one-half (1 1/2) the employee's straight time hourly rate or comp time as stated above. The employee will also receive holiday pay

if he/she qualifies. In the distribution of overtime, the employer will attempt to apportion such overtime opportunities as has to be worked in a geographic area as equally as possible among the qualified employees in the job classification assigned to that area who would normally perform the work if it were done during the regular working hours. If the employer is unable to contact a person from that area, then the work may be assigned to another person in the bargaining unit, if available. When a work assignment extends outside of the normal work day, then such hours of work shall first be offered to full-time employees on that assignment before being offered to part-time or temporary employees on that assignment. For the purposes of snow removal only, the assignment of equipment shall be in accordance with Table A attached to this Agreement and hereby incorporated therein while making a reasonable effort to assign overtime equally among employees. Changes to Table A shall be approved by the labor-management committee.

#### **9.03 - COMPENSATORY TIME**

The employee may, at his/her option, receive earned comp time in lieu of overtime wages at the rate of one and one-half (1 1/2) hour for every hour of overtime worked. The maximum accumulation of comp time shall be one hundred twenty (120) hours (80 hours of actual overtime work hours). An employee electing to use comp time as time off shall submit a request to the Employer prior to 8:30 A.M. of the work day preceding the desired time off. The use of time off shall be subject to the approval of the County Engineer. All comp time earned during the calendar year must be taken by the employee or compensated for by the Employer prior to December 31 of each calendar year. The employee may elect to take overtime hours earned in December of each year as comp time and carry said December accrued comp time into the following calendar year, except that the employee may elect to carryover up to an additional twenty-four (24) hours.

#### **9.04 - BREAK PERIODS**

The Employer will grant, with pay, one (1) fifteen (15) minute paid rest period near the middle of the first half of the shift, and one (1) fifteen (15) minute paid rest period near the middle of the second half of the shift.

#### **9.05 - MEAL PERIOD**

The normal work day will include an unpaid lunch period. Said lunch period will be taken as follow: Engineering - one (1) hour to be taken between 12:00 Noon and 1:00 P.M.; Maintenance - one-half hour (1/2) to be taken between 12:00 Noon and 12:30 P.M. The County Engineer can assign other time periods for said rest periods as he decides.

#### **9.06 - CALL IN PAY**

An employee who is called in to work outside of his regularly scheduled shift shall be provided at least one (1) hour of work or pay at the appropriate rate of pay. Such overtime shall first be offered to full-time employees before temporary or part-time employees.

#### **9.07 - INCLEMENT WEATHER CLOSING**

In the event that the County closes other County offices due to severe weather, the office personnel in the bargaining unit shall receive the same day off with pay.

### **ARTICLE 10**

#### **LEAVES OF ABSENCE**

##### **10.01 - SICK LEAVE ACCUMULATION**

A full-time employee is allowed sick leave with pay for absences due to illness. Sick leave accrues at the rate of eight (8) hours with pay for each completed month of service and may accumulate to a maximum of eight hundred eighty (880) hours. To earn sick leave, an employee must work at least one-half (1/2) the work days within a month.

#### 10.02 - USE OF SICK LEAVE

Sick leave will not be paid in advance but must be earned prior to the date of the illness. Payment of accrued sick leave benefits will begin on the first day of absence. If a recognized paid holiday falls within the paid sick leave, that day will be counted as a holiday and not as a sick leave day. A sick leave day shall be paid for at either eight (8) times or ten (10) times the employee's straight time hourly wage rate according to the number of daily hours regularly worked that week. Under no circumstances can sick leave be used as paid vacation. Sick leave benefits shall not be accumulated, accrued, nor will they be paid for:

- a. Illness or injury received and cured during vacation or leave of absence.
- b. Illness or injury occurring after the employee has given notice of resignation.
- c. The Employer reserves the right to withhold payment of sick leave benefits unless satisfied as to the validity of an illness.

Accumulated sick leave may be used for:

- a. If the employee is medically unable to work.
- b. A maximum of three (3) days per year for illness of a member of the employee's immediate family.
- c. Day of surgery for spouse or child. Item "B" is separate from this item.
- d. Medical or dental appointments which cannot be scheduled during the non-working hours. If travel time necessitates, up to one-half (1/2) day, or up to one (1) full day, may be granted by the County Engineer for employee doctor or dental appointments.

Sick leave can be earned but not taken during the probationary period.

#### 10.03 - SICK LEAVE VERIFICATION

Sick leave of more than two (2) days duration must be supported by a doctor's written verification or allowance will not be made. The employer may require a medical certificate where it appears that the employee is abusing the sick leave and/or there is a pattern of systematic absences. Excessive use of sick leave, extended durations of sick leave, unreported absences, and unverified absences may be regarded as evidence that your health is not suitable for work in the County environment and may lead to dismissal. Misrepresentation in connection with sick leave privileges will result in denial of benefits, disciplinary action, or dismissal.

#### 10.04 - SICK LEAVE NOTIFICATION

Every employee should inform the Engineer's office or the Engineer that he/she will be absent for reason of illness and its expected duration and the Department Head may request satisfactory medical evidence that an employee was sick and is able to return to duty at the end of a sick leave.

#### 10.05 - SICK LEAVE CONVERSION

In a calendar quarter, if no sick leave is used, the employee earns eight (8) hours of paid time off. No earned time can be carried over to the next calendar year except for the time earned in the last quarter. The eight (8) hours earned may be used in increments of four (4) hours. Employees may use up to two (2) hours of sick leave per calendar quarter for doctor and dental appointments which cannot be scheduled outside the regular work day without loss of the eight (8) hours of paid time off.

#### 10.06 - BEREAVEMENT LEAVE ELIGIBILITY

The employer will allow four (4) consecutive working days off, with pay, for those days which fall on a regular work day, when a death occurs in the employee's immediate family, which for the purposes of this Agreement is defined as the employee's spouse, children, father or mother; two (2) days off with pay in the event of the death of the employee's grandparent, grandchild, the employee's brother or sister, or the spouse's mother or father; and one (1) day with pay in the event of the death of the spouse's brother or sister, employee's brother-in-law, sister-in-law, son-in-law, and daughter-in-law. Time off without pay will be allowed an employee to attend a funeral outside his/her immediate family. The Employer may grant time off with pay to attend the funeral of a member of the Clinton County Highway Department. Only full-time employees who have completed their probationary period are eligible for paid funeral leave.

#### 10.07 - BEREAVEMENT LEAVE ADMINISTRATION

Only scheduled work days missed will be paid for, and no payment will be made during vacations, holidays, layoff or leave of absence. The employee must attend the funeral in order to qualify for funeral leave pay. To receive pay for funeral leave prior approval must be obtained from the County Engineer.

#### 10.08 - PALLBEARER LEAVE

One-half (1/2) day off with pay will be granted a full-time employee when they are an active or honorary pallbearer at a funeral.

#### 10.09 - JURY DUTY LEAVE

A full-time employee who has completed his/her probationary period and is required to serve as a juror shall receive wages. If jury duty is performed, it will be paid for at either eight (8) times or ten (10) times the employee's straight time hourly wage rate according to the number of daily hours regularly worked that week. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, meals, and parking, received for such duty to the Employer. The employee shall report for work if released from jury duty by 12:00 Noon of any work day.

#### 10.10 - WITNESS LEAVE

If an employee is subpoenaed or issued a trial notice by the county attorney's office as a witness in a court action not involving criminal or civil action by or against the employee, he shall receive a paid leave of absence for time he spends on such duty. Said employee shall receive the normal work day's pay and shall return to the Employer pay received as a witness, except mileage. Employees who are subpoenaed or issued a trial notice to testify on matters arising from or relating to their employment shall continue to be paid their regular hourly rate, or the overtime rate if eligible, for the time spent as a witness. The employee shall report for work if released from witness duty by 12:00 Noon of any work day.

#### 10.11 - MILITARY LEAVE

A full-time employee may be granted a military leave of absence in accordance with Section 29A.28 of the Code of Iowa.

#### 10.12 - UNPAID LEAVE

An employee may be granted a leave of absence and extensions without pay by the County Engineer. The Engineer's decision on each unpaid leave request is not subject to the grievance procedure. Request for such leave and the reason(s) for such shall be made in writing to the County Engineer. At least forty-eight (48) hours advance notice prior to the leave commencement request must be given. Said forty-eight (48) hours advance notice can be waived in emergency situations with the Engineer's approval. If a probationary employee is granted a leave of absence,

the probationary period will be extended for the length of said leave. Upon return from leave of absence, the Employee shall return to his/her former job if physically qualified, or to another position in accordance with seniority, qualifications, and ability, as determined by Employer.

#### 10.13 - BENEFITS DURING UNPAID LEAVE

An employee granted an unpaid leave of absence will not receive payment for, nor accrue, paid holidays, vacation time and pay, sick leave, or any other paid leaves during the period of such unpaid leave. The employee will pay premiums for insurance normally paid by the Employer during the approved leave of absence, if the employee elects to continue coverage.

#### 10.14 - DISABILITY/INJURY LEAVE

An employee off work due to an on-the-job injury or illness covered by Worker's Compensation may elect to receive their normal pay from the County for the time off work. If an employee elects in writing to receive their normal pay, the Worker's Compensation check received by the employee will be signed over to the County. The difference between the normal pay and Worker's Compensation will be deducted on a pro rata basis to the nearest hour from the employee's accumulated sick leave. If the employee has no earned sick leave, then the employee retains the Worker's Compensation check and receives no pay from the County. An employee on Worker's Compensation shall continue to receive all Employer-paid benefits received by other employees.

#### 10.15 - FEDERAL FAMILY AND MEDICAL LEAVE

A. An employee who requests and is granted a leave of absence pursuant to the 1993 federal Family and Medical Leave Act (hereinafter called FMLA) shall have the option of substituting for unpaid leave any accrued paid leave (i.e. sick leave, vacation, compensatory time, personal leave) that the employee had accumulated prior to the start of the leave of absence within the following restrictions:

- 1) An employee may use all, part, or none of the employee's accrued vacation, personal leave, and compensatory time for any FMLA purpose.
- 2) An employee may use all of the employee's accrued sick leave if the reason for the FMLA leave is the employee's own medical condition, except that the use for maternity purposes will be restricted to a total of twelve (12) weeks of sick leave before and after the birth unless extended by a doctor's medical certification that the employee's continued absence from work is necessary.
- 3) An employee may designate up to one-half of the employee's accrued sick leave at the time of the FMLA request for the purposes of placement with the employee of a child for adoption or foster care, paternity leave, or care for a seriously-ill spouse, child or parent as defined by the FMLA statute and regulations.

The employee exercising the option of paid FMLA leave shall designate, in writing, to the Employer, the type of paid leave to be used and the maximum amount of such leave that may be deducted from the employee's accumulated leave totals. Deductions from the employee's paid leave accumulations shall not exceed the actual amounts of FMLA leave taken. The Employer may not designate leave taken pursuant to this Agreement, which was not requested under the FMLA as FMLA leave.

B. An employee who is on a paid FMLA leave absence shall continue to accrue seniority under the bargaining unit contract. An employee who is on an unpaid FMLA leave shall be treated for seniority purposes as if the employee was on an

Unpaid Leave of Absence under the bargaining unit contract. In addition to the twelve (12) weeks of FMLA leave, employees shall also be eligible to receive a leave of absence pursuant to Article 10.12 of the collective bargaining agreement under the terms and conditions established by the Agreement.

- C. During any period of FMLA leave, the Employer shall continue coverage of all insurance benefits (life insurance, etc.) As if the employee was actively at work. Paid holidays occurring during an FMLA in which the employee has designated paid leave shall be paid pursuant to the collective bargaining agreement. Designated holidays will not be paid if the employee is on unpaid FMLA leave.
- D. The twelve (12) week limitation of FMLA shall be computed on a fiscal year basis from July 1 through the following June 30.
- E. Any violation either of the FMLA or of any state laws relating to family and medical leave shall be subject to the grievance and arbitration provisions of this Agreement. Any remedies provided for in those laws as well as any remedies applicable to any other violation of this Agreement shall be applicable to any violations of such laws.

#### 10.16 - PERSONAL LEAVE

Each employee shall receive two (2) paid personal days per year on the employee's anniversary date, and such personal days may not be carried over past the employee's next year's anniversary date. The employee may use a personal day for whatever purpose the employee chooses, and may be used in one-half (½) day increments. Employees must submit their request for a personal day to the County Engineer prior to 8:30 a.m. of the work day preceding the desired day off, except in verifiable emergencies when the employee shall notify his supervisor prior to the start of his shift. A personal day shall be paid at either eight (8) or ten (10) times the employee's straight-time hourly wage rate according to the daily hours regularly worked during the week the personal day is used.

### ARTICLE 11

#### HOLIDAYS

##### 11.01 - DESIGNATED HOLIDAYS

A full-time employee, after completion of the probationary period, is eligible for the following ten (10) recognized paid holidays

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Eve
Labor Day	Christmas Day

##### 11.02 - PAY FOR HOLIDAYS

A recognized paid holiday is to be paid for at either eight (8) times or ten (10) times the employee's straight time hourly wage rate according to the number of daily hours regularly worked during the week the holiday occurs.

### 11.03 - ELIGIBILITY FOR HOLIDAY PAY

To be eligible for holiday pay, an employee must have been in pay status the last full scheduled work day immediately before and the first full scheduled work day immediately after each holiday. If the Engineer excuses an employee for either the day before or the day after the holiday, the employee qualifies for holiday pay.

### 11.04 - DAY OF CELEBRATION

A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding. A recognized paid holiday occurring on Sunday shall be observed on the following Monday.

### 11.05 - HOLIDAY DURING VACATION

An employee shall be entitled to an additional vacation day when a recognized paid holiday falls during his/her time off work due to vacation.

## ARTICLE 12

### VACATION

#### 12.01 - ELIGIBILITY FOR VACATION PAY

Only full-time employees are eligible for vacation time and pay. Vacation pay will be at the employee's normal straight time pay. An employee's eligibility for vacation time shall be determined on the anniversary date of his/her hire; provided however, any additional vacation earned must be taken in the calendar year in which said anniversary occurs. An employee is eligible to receive paid vacation:

After one (1) year of continuous full-time employment . . . eighty (80) hours

After seven (7) years of continuous full-time employment . . . one hundred twenty (120) hours

After fifteen (15) years of continuous full-time employment . . . one hundred sixty (160) hours

After twenty-three (23) years of continuous full-time employment . . . two hundred (200) hours

#### 12.02 - SCHEDULING OF VACATION

Before any vacation can be taken, the County Engineer must have approved it. An employee may elect to take two weeks of their earned vacation in daily increments. An Employee who desires or elects to use a single day vacation shall submit a request to the Employer by the Employee prior to 8:30 a.m. of the work day preceding the designated vacation day for ten single day increments.

All vacations must be taken during the twelve (12) month period following the January 1 cutoff date. The Employer shall determine the number of employees in each job classification that may be on vacation at any one time. All eligible employees, by April 1 of each year, must on the vacation schedule provided by the Employer, indicate the dates beginning and ending that they desire for their vacation period. Vacation shall be bid annually according to seniority, but no employee may take more than two (2) weeks at one time without prior written approval of the County Engineer. A change in vacation schedule can be made with approval of the County Engineer fifteen (15) working days in advance, which may be waived in emergency situations. It is the responsibility of the employee in an emergency situation to request, in writing, a change of vacation schedule.

## 12.03 - VACATION PAY UPON TERMINATION

Employees who are discharged for cause forfeit earned vacation. Upon resignation or termination from County service, an employee shall be paid for all earned and unused vacation at the time of termination. Unused vacation shall equal all hours of vacation the employee currently has for use, but has not taken during that calendar year. Earned vacation shall equal 1/12 multiplied by the employee's total annual accrual rate multiplied by the number of months since January 1st of the current year.

## 12.04 - NO CARRYOVER

Earned vacation must be taken each year with no carryover.

# ARTICLE 13

## INSURANCE

### 13.01 – HEALTH and DENTAL INSURANCE

The Employer shall provide full-time employees and their dependents with health, prescription drug, and dental insurance coverage at no cost to the employee other than those coverage requirements listed below. An employee electing family dental coverage shall pay the monthly premium difference between the single and family premium deducted equally from each pay check. The monthly cost of health insurance premiums for part-time employees shall be as provided in this collective bargaining agreement. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. Should the Employer determine to change carriers, the employees and the Union shall be notified in advance of the effective date of the change. Coverage levels substantially comparable to those in effect on July 1, 2002 as agreed to with the Union on February 7, 2002 shall be maintained, and shall include the following basic benefits. Insurance coverage will begin the first day of the month following the first thirty (30) days of employment for new employees, and the first day of return for any employee returning from a leave of absence who did not elect to continue coverage during the leave.

	<u>Single Plan</u>	<u>Family Plan</u>
<u>Medical Benefits Plan</u>		
Deductible – up front*	\$400	\$800
OOPM – include with deductible*	\$1000	\$2000
Out of Network OOPM	\$2000	\$4000
Co-Insurance	in-network 85%/15%	85%/15%
	out-of-network 75%/25%	75%/25%

\*Deductible paid before any other benefits, except for routine physical and Well Child care. The deductible is included in the out-of-pocket maximum cost. Routine physical coverage is 100% for the first \$200 every two years for persons under age 40, and \$350 per calendar year for persons age 40 and older.

### Prescription Drugs

Co-payments per prescription – Retail – generic:	\$10.00
Retail – brand:	\$30.00
Co-payments per prescription – mail – generic:	\$20.00
Mail – brand:	\$60.00

\*\* No deductible. Co-payments are separate from medical. Only the generic value will be paid by the carrier when a person elects a brand name drug, if a generic is available and approved for use by the physician.

### Dental Benefits

Deductible ***	\$50
Annual maximum benefit per person	\$750

Dental plan benefit level	-	preventive services	100%
	-	basic services	80%
	-	major services	50%
	-	orthodontia	35%

\*\*\* The deductible is separate from medical, and preventive services are not subject to the deductible.

\*\*\* Orthodontia coverage limited to dependent children with a lifetime maximum of \$1500 per person.

\*\*\* There shall be an open enrollment period of thirty days to add or drop family dental coverage without consideration of qualifying events to be effective January 1, 2007.

### 13.02 - LIFE INSURANCE

The Employer agrees to provide, at no cost to the Employee, term life insurance, through a group policy, in an amount of not less than \$10,000 per employee.

### 13.03 – INSURANCE COMMITTEE

There shall be a Clinton County Insurance Committee comprised of two representatives from each bargaining unit selected by the Union and six representatives for non-bargaining unit employees selected by the Employer. The Committee shall elect two co-chairs one from the bargaining unit committee members and one from the non-bargaining unit committee members, and the co-chairs shall be responsible for establishing an agenda for each meeting. The agenda shall include a review of monthly income and expenditures of the County's self-insurance fund, and consideration of recommendations to the Employer and the Union on plan and benefit design changes and cost-saving measures. The Committee shall meet not less than once each calendar quarter, and may meet more frequently as decided by a majority of the committee members. Members will be released from work without loss of pay to attend committee meetings.

### 13.04 PRE-TAX REIMBURSEMENT ACCOUNT.

All employees eligible to participate in the health insurance program may participate in the Employer's flexible spending plan which, under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

## ARTICLE 14

### SAFETY AND HEALTH

#### 14.01 - SAFETY SHOES AND SAFETY CLOTHING

All employees are required to wear safety shoes or safety boots. The following rules apply:

1. The Employer shall provide a reimbursement payment of one hundred fifty dollars (\$150) effective 7-1-04 for employee purchase of safety shoes or work-related clothing. Reimbursement shall be paid to the employees quarterly in one check in the first pay period of the quarter following the claims incurred in the previous quarter. The employee shall submit to the Engineer's Office by the fifteenth day of the last month in a calendar quarter copies of receipts showing what safety apparel or work related clothing was purchased during the quarter.
2. Employees are limited to a maximum of one (1) pair of safety shoes or safety boots per year.

#### 14.02 - SAFETY GLASSES

All employees are required to wear safety glasses. The following rules apply:

1. All new employees are entitled to one (1) pair of safety glasses. If the employee does not require prescription glasses, one (1) pair of plain glasses will be issued to said employee.
2. If a new employee or a current employee who now requires prescription glasses, he/she may go to the eye doctor of his/her choice and the County will pay \$25.00 toward the examination and the full cost of the glasses, excluding the extra cost of photo gray.
3. If any employee needs to reorder new safety prescription glasses at any time due to breakage or damage from welding or eye change, the County will pay \$25.00 toward the purchase. If a new examination is needed, the employee will pay this cost.
4. If any employee loses or breaks his/her plain safety glasses, he/she will be expected to purchase a new pair from the County at a cost of \$6.00.
5. An employee may use the reimbursement in 14.01 for any of the above costs not paid by the Employer.

#### 14.03 - UNIFORMS

For Shop Mechanics only, it is the Employer's intention to provide uniforms as in the past. Replacement uniforms are at the sole discretion of the Engineer. An employee temporarily performing Shop Mechanic's work will not be provided with a uniform(s).

**ARTICLE 15**  
**MISCELLANEOUS**

**15.01 - SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**15.02 - NOTICE AND CONTINUITY OF AGREEMENT**

Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before November 15, 2005. This Agreement will remain in effect from year to year after the expiration date, if written notice is not otherwise received.

**15.03 - MAINTENANCE OF STANDARDS**

During the term of this Agreement, any portion of said Agreement or practice which is a mandatory subject of bargaining under Chapter 20, Code of Iowa, shall not be changed except by mutual agreement of the Employer and the Union.

**15.04 - EFFECTIVE PERIOD**

This Agreement shall be effective for a two year period from July 1, 2006 and shall continue to remain in full force and effect until its expiration on June 30, 2008.


**15.05 - SIGNATURES AND WITNESS**

In witness thereof, the parties hereto have caused this contract to be executed by their duly authorized representatives this 16<sup>th</sup> of June, 2006.

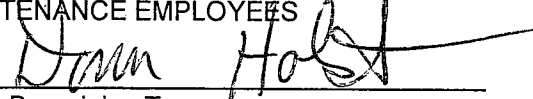
CLINTON COUNTY, IOWA


  
\_\_\_\_\_  
County Engineer


  
\_\_\_\_\_  
Chairperson, Board of Supervisors

  
\_\_\_\_\_  
Employer Representative

PUBLIC PROFESSIONAL AND  
MAINTENANCE EMPLOYEES

  
\_\_\_\_\_  
Union Bargaining Team

  
\_\_\_\_\_  
Union Bargaining Team

  
\_\_\_\_\_  
Union Representative

## EXHIBIT A

### JOB CLASSIFICATIONS AND STRAIGHT TIME MINIMUM HOURLY WAGE RATES

Job Classifications	July 1, 2006 to December 31, 2006	January 1, 2007 to June 30, 2007	July 1, 2007 to June 30, 2008
Engineering Tech III	\$18.30	\$18.55	\$19.10
Engineering Tech II	\$17.49	\$17.74	\$18.29
Engineering Tech I	\$16.68	\$16.93	\$17.48
Account Clerk III	\$14.89	\$15.14	\$15.69
Sub Foreman	\$17.32	\$17.57	\$18.12
Truck Foreman	\$17.22	\$17.47	\$18.02
Patrol Operator, Shop Mechanic, Bridge Crew, & and Sign Crew	\$17.12	\$17.37	\$17.92
Truck Driver Resurfacing	\$17.02	\$17.27	\$17.82
Parts and Inventory	\$16.92	\$17.17	\$17.72
Truck Driver	\$16.92	\$17.17	\$17.72

Employees hired who are new to the bargaining unit will have their wage rates adjusted as follows:

Starting Wage Rate .....	90% of Base Rate for Classification
Completion of Probation .....	95%
12 months of service.....	100%

Effective July 1, 2006, bargaining unit employees will receive a thirty-five cent (\$.35) per hour wage rate increase.

Effective January 1, 2007, bargaining unit employees will receive a twenty-five cent (\$.25) per hour wage rate increase.

Effective July 1, 2007, bargaining unit employees will receive a fifty-five cent (\$.55) per hour wage rate increase.

An Engineering Tech I shall be reclassified as an Engineering Tech II upon achieving certifications as an Iowa DOT Level 1 and Level 2 aggregate inspector, Level 1 PCC inspector certification, and having Level 1 HMA certification or having taken the HMA Paving Inspection Course provided by the Iowa DOT. An engineering technician applicant meeting these requirements and having two years of experience or equivalent related education and experience combination shall enter at the Tech 2 classification.